

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 8/8/2013

Action Requested By:
EMA

Agenda Item Type
Resolution

Subject Matter:

Acceptance of a Hazard Mitigation Grant

Exact Wording for the Agenda:

Authorizing the Mayor to accept a Hazard Mitigation Grant #1971-546 from Alabama Emergency Management Agency.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow

and accomplish and; any other information that might be helpful.

This will provide funding for four additional outdoor warning sirens. 25% match required.

Associated Cost: 114,652.00

Budgeted Item: No

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: William L. Spivey

Date: 7/25/2013

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: EMA

Council Meeting Date: 8/8/2013

Department Contact: Bill Sizemore

Phone # 5130

Contract or Agreement: Hazard Mitigation Grant #1971-546

Document Name: State Subgrantee Agreement Hazard Mitigation Grant #1971-546

City Obligation Amount: 28663.00

Total Project Budget: 114,652.00

Uncommitted Account Balance:

Account Number: 23-5244-0806-8712

Procurement Agreements

Not Applicable

Not Applicable

Grant-Funded Agreements

State Other

Grant Name:

Siren PN 71-1039

Department	Signature	Date
1) Originating	<i>Bill Sizemore</i>	<i>7/25/13</i>
2) Legal	<i>Mary C. Carter</i>	<i>7/30/13</i>
3) Finance <i>LC</i>	<i>RC</i>	<i>7/26/13</i>
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 13-_____

BE IT RESOLVED by the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville and the State of Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "State-Subgrantee Agreement Hazard Mitigation Grant #1971-546 between the State of Alabama and the City of Huntsville."

consisting of a total of two (2) pages, and the date of August 8, 2013, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 8th day of August, 2013.

President of the City Council of
The City of Huntsville, Alabama

APPROVED this the 8th day of August, 2013.

Mayor of the City of
Huntsville, Alabama



ROBERT BENTLEY
GOVERNOR

STATE OF ALABAMA
EMERGENCY MANAGEMENT AGENCY
5898 COUNTY ROAD 41 • P.O. DRAWER 2160 • CLANTON, ALABAMA 35046-2160
PHONE (205) 280-2200 FAX (205) 280-2495



ART FAULKNER
DIRECTOR

November 26, 2012

~~12-10-28~~

Mr. John Russell, Director
Madison County EMA
P.O. Box 308
Huntsville, AL 35801

Subject: Hazard Mitigation Grant Program HMGP DR (1971-546)
Madison County EMA - Siren PN 71-1039

Dear Mr. Russell:

The Federal Emergency Management Agency (FEMA) has notified this office that the above-referenced project is approved and the federal funds obligated. The project has been approved for \$114,652 with a Federal share of \$85,989. Please read the enclosed FEMA obligation package and the *How to Manage Your Subgrant* handbook, which includes blank copies of all necessary forms.

Enclosed are two copies of the State-Sub-grantee Agreement; execute both copies and return one copy to AEMA Mitigation and retain the other copy for your files. **Please fully read this agreement and pay close attention to #1 and #12.** Note that #12 on the State-Sub-grantee Agreement states: "The Sub-grantee will begin project work within 90 days of approval of the grant and complete all items of work within the specified period of performance (November 20, 2012 through November 19, 2015) unless an extension is granted to extend the time frame."

If you need additional information concerning this approval and the administration of this project, please contact Janice Doucet, Senior Mitigation Planner, at 205-280-2458.

Sincerely,

Art Faulkner
Director

AF/ce

cc: Ricky Little, AEMA Field Coordinator
Yasamie August, AEMA PIO

Enclosures

**State-Subgrantee Agreement
Hazard Mitigation Grant # 1971-546**

This agreement between the State of Alabama (the State) and Madison County (Sub-grantee) shall be effective on the date signed by the State and the Subgrantee.

The designated representative of the Subgrantee certifies that:

1. He/She has legal authority to apply for assistance on behalf of the Subgrantee (attach a copy of a resolution or correspondence from jurisdiction's governing authority granting legal authority).
2. The Subgrantee will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state grant assistance.
3. The Subgrantee will use grant funds solely for the purposes for which these funds are provided and as approved by the Governor's Authorized Representative. Allowable costs shall be determined in accordance with any Hazard Mitigation Assistance guidance, and applicable OMB circulars and federal regulations.
4. The payments for approved projects will be on a cost reimbursement basis and subject to receipt and approval of invoices.
5. The Subgrantee is aware that limited funding available for mitigation requires cost sharing, and that the Subgrantee is required to provide the full non-federal share for such mitigation activities.
6. The Subgrantee will establish and maintain a proper accounting system to record expenditure of grant funds in accordance with generally accepted accounting standards or as directed by the Governor's Authorized Representative.
7. The local cost share funding will be available within the specified time.
8. The Subgrantee will give state and federal agencies designated by the Governor's Authorized Representative access to and the right to examine all records and documents related to use of the grant funds.
9. The Subgrantee will return to the state, within 15 days of such request by the Governor's Authorized Representative, any funds, which are not supported by audit or other federal or state review of documentation.
10. The Subgrantee will comply with all applicable codes and standards as pertains to this project and agrees to provide maintenance as appropriate.
11. The Subgrantee will comply with all applicable provisions of federal and state law and regulation in regard to procurement of goods and services.
12. The Subgrantee will begin project work within 90 days of approval of the grant and complete all items of work within the specified period of performance (November 20, 2012 through November 19, 2015) unless an extension is granted to extend the time frame.
13. In connection with the employment of any employee engaged in the performance of work under this grant, Subgrantee will comply with all applicable federal and state statutes and regulations relating to non-discrimination.

14. The Subgrantee will comply with provisions of the Hatch Act limiting the political activities of public employees.
15. The Subgrantee will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
16. The Subgrantee will comply with the National Flood Insurance Program purchase requirements.
17. The Subgrantee will not enter into cost-plus-percentage-of-cost contracts for completion of Hazard Mitigation Grant projects.
18. The Subgrantee will not enter into any contract, relative to the assistance provided in this grant, having a condition for payment to the contractor being the receipt of state or federal funds by the Subgrantee.
19. The Subgrantee will not enter into any contract with any party, which is debarred or suspended, from participating in federal assistance programs.
20. The Subgrantee will comply with the Cash Management Improvement Act.
21. The Subgrantee, the State and the Federal Emergency Management Agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use any work developed in the course of or under this Agreement for Government purposes. Any publication resulting from work performed under this Agreement shall include an acknowledgement of the Federal Emergency Management Agency and the State's financial support and a statement by FEMA grant number and that the publication does not necessarily reflect FEMA or the State's views.
22. The Subgrantee will provide copies of audit reports that include funds provided under this agreement to:

State of Alabama Department of Examiners of Public Accounts P. O. Box 302251 Montgomery, AL 36130-2251 Attn: Audit Report Repository	and	State of Alabama Emergency Management Agency Agency P.O. Drawer 2160 Clanton, AL 35046 Attn: Hazard Mitigation
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Signed for the Subgrantee:


Name (Typed) Title

Signature

Date

Signed for the State:

Art Faulkner
Director (Typed)



Signature

November 26, 2012
Date

**State-Subgrantee Agreement
Hazard Mitigation Grant # 1971-546**

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2. The Subgrantee will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state grant assistance.
3. The Subgrantee will use grant funds solely for the purposes for which these funds are provided and as approved by the Governor's Authorized Representative. Allowable costs shall be determined in accordance with any Hazard Mitigation Assistance guidance, and applicable OMB circulars and federal regulations.
4. The payments for approved projects will be on a cost reimbursement basis and subject to receipt and approval of invoices.
5. The Subgrantee is aware that limited funding available for mitigation requires cost sharing, and that the Subgrantee is required to provide the full non-federal share for such mitigation activities.
6. The Subgrantee will establish and maintain a proper accounting system to record expenditure of grant funds in accordance with generally accepted accounting standards or as directed by the Governor's Authorized Representative.
7. The local cost share funding will be available within the specified time.
8. The Subgrantee will give state and federal agencies designated by the Governor's Authorized Representative access to and the right to examine all records and documents related to use of the grant funds.
9. The Subgrantee will return to the state, within 15 days of such request by the Governor's Authorized Representative, any funds, which are not supported by audit or other federal or state review of documentation.
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11. The Subgrantee will comply with all applicable provisions of federal and state law and regulation in regard to procurement of goods and services.
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17. The Subgrantee will not enter into cost-plus-percentage-of-cost contracts for completion of Hazard Mitigation Grant projects.
18. The Subgrantee will not enter into any contract, relative to the assistance provided in this grant, having a condition for payment to the contractor being the receipt of state or federal funds by the Subgrantee.
19. The Subgrantee will not enter into any contract with any party, which is debarred or suspended, from participating in federal assistance programs.
20. The Subgrantee will comply with the Cash Management Improvement Act.
21. The Subgrantee, the State and the Federal Emergency Management Agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use any work developed in the course of or under this Agreement for Government purposes. Any publication resulting from work performed under this Agreement shall include an acknowledgement of the Federal Emergency Management Agency and the State's financial support and a statement by FEMA grant number and that the publication does not necessarily reflect FEMA or the State's views.
22. The Subgrantee will provide copies of audit reports that include funds provided under this agreement to:
State of Alabama
Department of Examiners of
Public Accounts
P. O. Box 302251
Montgomery, AL 36130-2251
Attn: Audit Report Repository
and
State of Alabama
Emergency Management Agency
Agency
P.O. Drawer 2160
Clanton, AL 35046
Attn: Hazard Mitigation

Signed for the Subgrantee:


Name (Typed) Title

Signature

Date

Signed for the State:

Art Faulkner
Director (Typed)



Signature

November 26, 2012
Date



FEMA

November 20, 2012

Mr. Benjie Abbott
Recovery Division Chief
Alabama Emergency Management Agency
Post Office Box 2160
Clanton, Alabama 35046-2160

Attention: Kelli Alexander

Reference: Hazard Mitigation Grant Program (HMGP) Project DR-1971-546, Madison County
Four (4) Emergency Warning Sirens

Dear Mr. Abbott:

It is my pleasure to inform you that the project referenced above has been approved for \$114,652 with a federal share of \$85,989. The project non-federal share of \$28,663 is provided by the subgrantee.

The following is the approved Statement of Work (SOW) for the above referenced project:
The project consists of the installation of four (4) emergency warning sirens in Madison County for the protection of local citizens. The emergency warning sirens will be installed and are intended for emergency notification of the communities at these locations:

12000 Turnmeyer Drive	Huntsville	AL
1210 Taylor Road	Big Cove	AL
1936 Elkwood Section Road	Hazel Green	AL
876 Killingsworth Cove Road	Gurley	AL

The purpose of this project is to mitigate loss of life from severe thunderstorms, tornadoes and other hazards.

FEMA will not establish activity completion timeframes for individual *subgrants*. The period of performance of the *grant* award will be three years from the date of the final subgrant award made under DR-1971. Please refer to *Part VI. Award Administration Information* in the *HMA Unified Guidance* for further information on period of performance.

This project must adhere to all program guidelines established for the Hazard Mitigation Grant Program.



Please refer the subgrantee to the State HMGP Administrative Plan for project cost overrun regulations. If project costs exceed the amount originally funded and additional federal funds are needed, the subgrantee must contact the Governor's Authorized Representative (GAR). The GAR will evaluate requests for cost overruns and submit to the FEMA Regional Administrator written documentation of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The State HMGP administrative plan defines the procedure whereby the GAR may advance portions of the approved federal share to the subgrantee. Upon completion of the HMGP project, the subgrantee's closeout reimbursement for the final federal share of eligible project costs must be submitted to the Regional Administrator for review and determination.

For closeout of this project, the GAR shall send a letter of request to close the project programmatically and financially. The letter will include the following: the date work on the project was fully completed; the date of the Grantee's final site inspection for the project; the final total project cost and federal share; any cost underrun; a certification that reported costs were incurred in the performance of eligible work; that the approved work was completed; that the required programmatic, environmental, and any other conditions were met (including attachment of any required documentation); and that the mitigation measure is in compliance with the provisions of the Agreement Articles and this approval letter. A copy of the Grantee's final site inspection report will be enclosed with the closeout request letter. This report will contain, at minimum, all the data fields required for final site inspection reports for our HMGP program. The Grantee will ensure that all documentation necessary to close the project in the Property Site Inventory is also provided in the closeout request letter. For property acquisition and relocation projects, signed and dated copies of the open space deed restrictions must be provided at closeout.

Quarterly progress reports for HMGP projects are required. Please include this HMGP project in your future quarterly reports.

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP subgrantee SOW may have to be reviewed by all State and Federal agencies participating in the NEPA process.

The State (grantee) must obtain prior approval from FEMA before implementing changes to the approved project SOW. Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- For construction projects, the grantee must "obtain prior written approval for any budget revision which would result in a need for additional funds" (44 CFR 13.30(c)).
- A change in the scope of work must be approved by FEMA in advance regardless of the budget implications.
- The grantee must notify FEMA as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion or favorable conditions allowing lower cost or earlier completion.

The obligation report is enclosed for your records. Management and environmental reports are available in NEMIS. The obligated funds are available for withdrawal from Smartlink on sub-account number 1971DRALP00000005.

If you have any questions, please contact Claude Hyacinthe at (770) 220-5403.

Sincerely,

A handwritten signature in black ink, appearing to read "Jacky Bell", written over a horizontal line.

Jacky Bell, Chief
Hazard Mitigation Assistance Branch
Mitigation Division

Enclosure

11/15/2012

11:28

FEDERAL EMERGENCY MANAGEMENT AGENCY

HAZARD MITIGATION GRANTS PROGRAM

HMGP-OB-02

Obligation Report w/ Signatures

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Grantee
1971	546-F	0	1039	1	570	AL Statewide	

Subgrantee: Madison (County)

Project Title : Huntsville-Madison County EMA Sirens (4)

Subgrantee FIPS Code: 089-99089

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation	Project Amount	Grantee Admin Est	Subgrantee Admin Est	Total Obligation	IFMIS Date	IFMIS Status	FY
\$85,989	\$85,989	\$0	\$0	\$85,989	\$0	\$0	\$85,989	11/15/2012	Accept	2013

Comments

Date: 11/15/2012 User Id: KBAKER3

Comment: 1971-546F, Madison Co, Siren 4, \$85,989

Date: 11/15/2012 User Id: DBURKETT

Comment: 1971-0546-F Apion: 1039 Amendment 0 Action 1 Allocation Nr. 47 \$85,989 Madison County Siren (4) approved for funding HMO

Authorization

Preparer Name: KENNETH BAKER

Preparation Date: 11/15/2012

HMO Authorization Name: DEBORAH BURKETT

HMO Authorization Date: 11/15/2012



Authorizing Official Signature

Chief, HMA Branch

Authorizing Official Title

11.15.12

Authorization Date

Authorizing Official Signature_____
Authorizing Official Title_____
Authorization Date